

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of)
A Certification of the Carriers Receiving) Administrative Case No. 381
Universal Service High Cost Support)

PETITION FOR CONFIDENTIAL TREATMENT

T-Mobile Central LLC and PowerTel/Memphis, Inc. (collectively, “T-Mobile” or the “Company”) by counsel, for its Petition for Confidential Treatment filed pursuant to 807 KAR 5:001, Section 7 and KRS 61.878(1), state as follows:

BACKGROUND

By this Petition, T-Mobile requests that the Public Service Commission (“Commission”) grant confidential protection to Exhibits B, D and E of T-Mobile’s Annual High Cost Universal Service Certification. This certification is being filed pursuant to the *T-Mobile ETC Order*¹ and *High Cost Certification Order*², as a means for the Commission to monitor the use of high cost funding by various eligible telecommunications carriers.³ Confidential Exhibit B is an estimate for T-Mobile’s capital and operating expenditures for 2013 in its Kentucky ETC service area. As demonstrated in this Exhibit, T-Mobile will undertake several network improvements to use universal service support to improve signal quality, coverage, and capacity within its designated ETC service area. In particular, T-Mobile has initiated several projects aimed

¹ *In the Matter of Petition of T-Mobile Central LLC and PowerTel/Memphis, Inc. for Designation as Eligible Telecommunications Carriers Pursuant to Section 214(e)(2) of the Communications Act of 1934*, Order, Case No. 2010-00050 (entered July 14, 2010) (*T-Mobile ETC Order*).

² *In the Matter of Certification of the Carriers Receiving Universal Service High Cost Support*, Order, Administrative Case No. 381 (entered September 24, 2008) (*High Cost Certification Order*).

³ *Id.* at 1 (federal regulations require states to ensure that carriers use the federal high-cost support for the provision, maintenance and upgrading of facilities for which the support is intended).

at increasing its coverage in rural areas of Kentucky and improving customer experience through signal quality, capacity, and other network enhancements. Confidential Exhibit D is a complaints per 1,000 handsets report for 2011. Confidential Exhibit E reports on whether there were unfulfilled requests for service in 2011.

GROUNDS FOR PETITION

The Kentucky Open Records Act exempts from disclosure certain commercial information, including records generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records. KRS 61.878(1)(c). CMRS is perhaps the most competitive segment of the modern telecommunications business. Potential customers often have five or more carriers to choose from. This reality is acknowledged by Kentucky law, which states the provision of CMRS in Kentucky is market-based and not subject to regulation. KRS 278.54611(1). As the market is, without question, highly competitive, T-Mobile's disclosures related to network construction and planned improvements are highly confidential trade secret information subject to protection under the Kentucky Open Records Act.

The Commission has taken the position that the statute and the regulation require the party requesting confidentiality to demonstrate actual competition and the likelihood of competitive injury if the information is disclosed. That requirement is easily met here. T-Mobile competes not only against other Commercial Mobile Radio Service ("CMRS") providers like AT&T Wireless, Verizon Wireless, Cricket Communications and Sprint Nextel, but also with voice and unregulated broadband offerings of cable providers and wireline providers like BellSouth Telecommunications and Windstream. Consumers choose providers based on a variety of factors, including their subjective impression

about the service quality and network reliability of particular carriers. Thus, public disclosure of proprietary information could easily cause competitive injury to T-Mobile, particularly if the information were to be used selectively by a competitor. Moreover, the Commission has long recognized the highly competitive nature of CMRS as a reason to provide confidential treatment to information submitted to the Commission by CMRS providers. *See, e.g., In the Matter of: ACC of Kentucky LLC's Petition for Confidential Protection*, Case No. 99-184, (January 24, 2000) (confidential treatment for intrastate gross revenue reports). Obviously, the confidential and proprietary business information for which confidential protection is sought in this case is precisely the sort of information meant to be protected by KRS 61.878(1)(c)1.

In *Hoy v. Kentucky Industrial Revitalization Authority*, 907 S.W.2d 766 (Ky. 1995), the Kentucky Supreme Court held that financial information submitted by General Electric Company with its application for investment tax credits was not subject to disclosure simply because it had been filed with a state agency. The Court applied the plain meaning rule to the statute, reasoning that “[i]t does not take a degree in finance to recognize that such information concerning the inner workings of a corporation is ‘generally recognized as confidential proprietary.’” *Id.* at 768.

The same analysis applies here. T-Mobile is disclosing information concerning the number of cell sites on T-Mobile’s Kentucky network, as well as information about T-Mobile’s construction work and capital expenditures during 2012 and 2013. Exhibit B also discloses T-Mobile’s anticipated expenditures to operate and maintain its Kentucky network in 2012. Exhibit D reports on customer complaints, if any, and unfulfilled service requests, if any. All of this information is capable of misinterpretation and

deliberate misuse. A competitor of T-Mobile, whether an incumbent local carrier, a CLEC, or another wireless carrier, could use this information to disparage T-Mobile or attempt to paint T-Mobile's operations in a false light. This could include carriers that may or may not be disclosing information comparable to what T-Mobile is providing to the Commission.

CONCLUSION

T-Mobile is entitled to confidential protection for the information at issue and requests that the Commission confirm that Exhibits B, D and E to this compliance filing will not be disclosed. If the Commission disagrees, however, it must hold an evidentiary hearing (a) to protect the due process rights of T-Mobile and (b) to supply the Commission with a complete record to enable it to reach a decision with regard to this matter. *Utility Regulatory Commission v. Kentucky Water Service Company, Inc.*, 642 S.W.2d 591, 592-94 (Ky. Ct. App. 1982).

Respectfully submitted,



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September 4, 2012

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PUBLIC SERVICE COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of)
A Certification of the Carriers Receiving) Administrative Case No. 381
Universal Service High Cost Support)

T-MOBILE ANNUAL HIGH COST UNIVERSAL SERVICE CERTIFICATION

T-Mobile Central LLC and Powertel/Memphis, Inc. (collectively, “T-Mobile” or the “Company”) hereby submit their Annual High Cost Universal Service Certification pursuant to the *T-Mobile ETC Order*¹, the *High Cost Certification Order*² and 47 C.F.R. §§ 54.313 and 54.314.

I. BACKGROUND

On July 14, 2010, the Commission designated T-Mobile as an eligible telecommunications carrier (“ETC”) in certain non-rural and rural telephone company areas for purposes of receiving federal universal service support. Subsequent to T-Mobile’s designation, on August 6, 2010, T-Mobile filed a Motion For Clarification And to Amend Order *Nunc Pro Tunc* (“*Amendment Motion*”) to clarify that T-Mobile never intended to redefine certain rural telephone study areas and that it should be designated as an ETC for the non-rural telephone company wire centers and rural telephone company study areas listed in T-Mobile’s application. In its *Amendment Motion*, T-Mobile also asked the Commission to amend the *T-Mobile ETC Order*, correcting certain ministerial

¹ *In the Matter of Petition of T-Mobile Central LLC and PowerTel/Memphis, Inc. for Designation as Eligible Telecommunications Carriers Pursuant to Section 214(e)(2) of the Communications Act of 1934*, Order, Case No. 2010-00050 (entered July 14, 2010) (*T-Mobile ETC Order*).

² *In the Matter of A Certification of the Carriers Receiving Universal Service High Cost Support*, Order, Administrative Case No. 381 (entered September 24, 2008) (*High Cost Certification Order*).

errors that it had identified; specifically, some of the Common Language Location Identifier codes were listed incorrectly in the order.

Concurrent with its *Amendment Motion*, T-Mobile filed an amended exhibit correcting the issues set forth in the *Amendment Motion*, and, on August 24, 2010, the Commission granted the *Amendment Motion* and replaced the original service area Appendix with the amended exhibit that T-Mobile had filed.³ The *T-Mobile Amendment Order* includes the list of the rural local exchange carrier study areas and the non-rural local exchange carrier wire centers that comprise T-Mobile's designated service area in Kentucky and is incorporated herein as Exhibit A.

On October 27, 2011, in its *USF/ICC Transformation Order*, the Federal Communications Commission ("FCC") adopted changes to its universal service rules,⁴ and, on February 6, 2012, in its *Lifeline Reform Order*, the FCC adopted further changes to its universal service rules governing the provision of Lifeline service.⁵ Among the changes adopted in these two orders, the FCC revised the annual reporting and certification requirements, which are now reflected in 47 C.F.R. § 54.313. In this Annual Certification, T-Mobile addresses each of the reporting requirements adopted by the Commission in the *T-Mobile ETC Order* and the *High Cost Certification Order*, and in the updated annual reporting and certification requirements adopted by the FCC in the

³ *In the Matter of Petition of T-Mobile Central LLC and PowerTel/Memphis, Inc. for Designation as Eligible Telecommunications Carriers Pursuant to Section 214(e)(2) of the Communications Act of 1934*, Order, Case No. 2010-00050 (entered August 24, 2010) (*T-Mobile Amendment Order*).

⁴ *Connect America Fund et al.*, WC Docket No. 10-90 et al., Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) ("*USF/ICC Transformation Order*").

⁵ *In the Matter of Lifeline and Link Up Reform and Modernization, Report and Order and Further Notice of Proposed Rulemaking*, WC Docket No. 11-42, FCC 12-11, released February 6, 2012 ("*Lifeline Reform Order*"). In its Lifeline Reform Order, the FCC adopted additional requirements for the provision of Lifeline service, including Lifeline reporting requirements, but none of these requirements change an ETC's high-cost annual reporting obligations under 47 C.F.R. § 54.313.

USF/ICC Transformation Order, and incorporates the identified attachments, some of which will be filed under confidential seal.⁶

II. ANNUAL CERTIFICATION AND REPORTS

a. Federal High Cost Universal Service Support

The *High Cost Certification Order*⁶ requires ETCs to submit a projection of federal high cost universal service support to be received in the following calendar year. In the *USF/ICC Transformation Order*, the FCC took several steps toward developing a budget for the Universal Service Fund including (among other things) eliminating the identical support rule, limiting the per line high cost support, freezing high cost support for all competitive ETCs ("CETCs") for an interim period of six months in 2012, and phasing down all high cost support for CETCs over a five year period beginning in July 2012. Pursuant to the *USF/ICC Transformation Order*, monthly high cost support for CETCs from January to June 2012 is the aggregate support received in 2011 divided by twelve. Beginning in July 2012, CETCs became subject to a 20 percent per year phase down, with all legacy high cost support to CETCs being eliminated by 2016.

Based on the computations provided by the Universal Service Administrative Company ("USAC"), T-Mobile currently estimates it will receive approximately \$1.2 million in federal high cost universal service support in Kentucky in 2013 based upon the steps taken by the FCC in the *USF/ICC Transformation Order* (identified above) to reduce legacy funding for CETCs. This estimate is based on current information and may

⁶ Confidential Exhibits B, D and E are provided pursuant to the Motion for Confidential Treatment tendered herewith. These confidential attachments are prepared and provided by T-Mobile in support of this report and should not be disclosed to the general public because they contain proprietary or competitive confidential research, development, commercial, customer, marketing or financial information of T-Mobile or its affiliates - the unpermitted disclosure of which could disadvantage or harm T-Mobile and/or its affiliates.

change based upon clarification or reconsideration of the rules adopted in the *USF/ICC Transformation Order*.

b. Capital and Operating Expenditures in ETC Service Area

The *High Cost Certification Order* requires ETCs to submit its planned use of universal service support for the following calendar year. Included in Confidential Exhibit B is an estimate for T-Mobile's capital and operating expenditures for 2013 in its Kentucky ETC service area. As demonstrated in Confidential Exhibit B, T-Mobile's annual expenditures will greatly exceed T-Mobile's projected annual universal service support receipts. T-Mobile will undertake several network improvements to use universal service support to improve signal quality, coverage, and capacity within its designated ETC service area. In particular, T-Mobile has initiated several projects aimed at increasing its coverage in rural areas of Kentucky and improving customer experience through signal quality, capacity, and other network enhancements.

c. Certification On Use of High Cost Universal Service Support

The *High Cost Certification Order* requires ETCs to certify that all federal high cost universal service support received will be used only for the provision, maintenance and upgrading of facilities and service for which the support is intended, pursuant to 47 C.F.R. § 54.314. T-Mobile hereby certifies that all federal high cost universal service support received will be used only for the provision, maintenance, and upgrading of facilities and service for which support is intended. T-Mobile's certification on use of federal high cost universal service support is attached as Exhibit C.

III. ADDITIONAL T-MOBILE REQUIREMENTS FOR KENTUCKY

In the *T-Mobile ETC Order*, the Commission required T-Mobile to annually provide it with additional records and documentation of its (a) progress toward meeting its build-out plans; (b) number of complaints per 1,000 handsets; and (c) unfulfilled requests for service.

a. 2011 Progress Report

In 2011, T-Mobile undertook several projects using the federal high cost universal service support it received to improve signal quality, coverage, and capacity within its designated ETC service area. In particular, T-Mobile completed several projects that increased its coverage in rural areas of Kentucky thereby improving customer experience through signal quality, capacity, and other network enhancements. Included in Confidential Exhibit B is T-Mobile's report demonstrating its progress toward meeting its previously filed build-out plan. As demonstrated in Confidential Exhibit B, T-Mobile's 2011 expenditures greatly exceeded T-Mobile's federal high cost universal service support receipts.

b. Complaints per 1,000 handsets

T-Mobile includes as Confidential Exhibit D its complaints per 1,000 handsets report for 2011. In accordance with the *T-Mobile ETC Order*, T-Mobile will take the necessary steps to resolve any customer complaints in 2012 and beyond.

c. Unfulfilled Requests for Service

T-Mobile includes as Confidential Exhibit E its unfulfilled requests for 2011. In accordance with the *T-Mobile ETC Order*, T-Mobile will take the necessary steps to resolve and track any requests for service (as necessary) in 2012 and beyond.

IV. FCC ANNUAL REPORT REQUIREMENTS

a. Network Outages

47 C.F.R. § 54.313(a)(5) requires ETCs to submit detailed information on any outage in the prior calendar year that meets certain thresholds. However, T-Mobile is not required to submit this information to the Commission and the FCC concluded in the *Clarifying Order* that state-designated ETCs were not required to submit network outage information in 2012 if they did not already report the information to the state commission.⁷

Nevertheless, T-Mobile follows appropriate procedures for network outage reporting consistent with the FCC rules. T-Mobile evaluates each network outage on a case-by-case basis to determine the cause of the outage, the impact on customers, T-Mobile's ability to meet its service provisioning obligations, including the availability of 911 services, and the steps that can be taken to prevent future outages.

T-Mobile will include a report on network outages in its 2013 annual report, consistent with the *Clarifying Order* and any later guidance provided by the Commission or the FCC.

⁷ See *Connect America Fund*, Order, 27 FCC Rcd 605, 606-08 (WCB & WTB, 2012) ("*Clarifying Order*").

b. Network Functionality in Emergency Situations

47 C.F.R. § 54.313(a)(6) requires ETCs to certify that they are able to function in emergency situations as set forth in 47 C.F.R. § 54.202(a)(2). To ensure functionality in emergency situations, T-Mobile “has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.”⁸ In particular, T-Mobile has the following capabilities to remain functional in emergency situations:

- Availability of fixed and portable back-up power generators at various network locations throughout T-Mobile’s network that can be deployed in emergency situations.
- Ability to reroute traffic around damaged or out-of-service facilities through the deployment of cell-on-wheels (“COWs”), redundant facilities, and dynamic rerouting of traffic over alternate facilities.
- A network control center that monitors network traffic and anticipates traffic spikes, and can then (i) deploy network facilities to accommodate capacity needs; (ii) change call routing translations; and (iii) deploy COWs to temporarily meet traffic needs until longer-term solutions, such as additional capacity and antenna towers can be deployed.
- In the limited instances where T-Mobile has sites not equipped with fixed generators, the majority have battery back-up systems installed to maintain service in the event of a widespread power outage.

T-Mobile hereby certifies that it is able to function in emergency situations. T-Mobile’s certification that it is able to function in emergency situations is attached as Exhibit F.

⁸ 47 C.F.R. § 54.202(a)(2).

c. Price Offerings

47 C.F.R. § 54.313(a)(7) requires ETCs to provide their price offerings in a format as specified by the Wireline Competition Bureau (“WCB”). T-Mobile makes available several different rate plans with varying amounts of intra and interstate usage, variant calling services and different calling areas, in addition to offerings that include additional services. The WCB has not yet provided guidance regarding the specific format of the pricing data, therefore, T-Mobile includes details regarding some of its currently offered rate plans, which is attached as Exhibit G. T-Mobile commits to amend this list to comply with any later WCB guidance to the extent required or requested to do so.

d. Entity Affiliation

47 C.F.R. § 54.313(a)(8) requires ETCs to identify any holding company, operating companies, affiliates, and any branding, as well as universal service identifiers for each such entity by Study Area Codes, as that term is used by the Administrator. T-Mobile Central LLC and Powertel/Memphis, Inc. are both wholly-owned subsidiaries and operating entities of T-Mobile USA, Inc., with USAC assigned study area code 269024 to represent its service area in Kentucky. T-Mobile Central LLC and Powertel/Memphis, Inc. provide service under the T-Mobile brand name.

e. Tribal Lands

47 C.F.R. § 54.313(a)(9) requires ETCs to demonstrate coordination with any federally recognized Tribes that are within its designated service area by providing specific documents and information. T-Mobile’s ETC service area in Kentucky does not

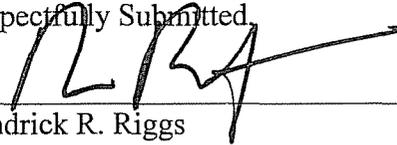
include any federally recognized tribal lands and therefore 47 C.F.R. § 54.313(a)(9) is not applicable.

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V. CONCLUSION

T-Mobile hereby submits its Annual High Cost Universal Service Certification for its Kentucky ETC designation pursuant to the *T-Mobile ETC Order*, the *High Cost Certification Order*, and 47 C.F.R. §§ 54.313 and 54.314 and respectfully requests the Commission to certify to USAC and the FCC that T-Mobile continues to be eligible for federal universal service support.

Respectfully Submitted,



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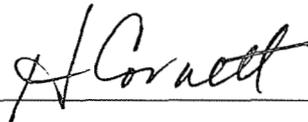
Counsel to T-Mobile

September 4, 2012

DECLARATION OF T-MOBILE

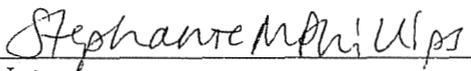
On behalf of T-Mobile Central LLC and Powertel/Memphis, Inc. ("T-Mobile"), the undersigned, H. Skip Cornett, hereby certifies the following:

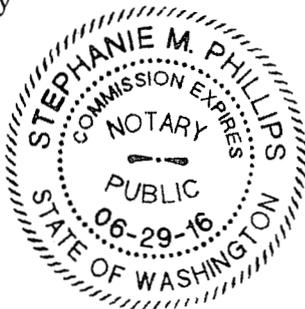
1. I serve as Vice President of Tax of T-Mobile USA, Inc., the parent company of T-Mobile Central LLC and Powertel/Memphis, Inc.;
2. I am authorized to execute this certification on behalf of T-Mobile; and,
3. I certify that the following is true and correct to the best of my knowledge and belief with respect to T-Mobile's Kentucky eligible telecommunications carrier area:
 - a. T-Mobile's projected universal service support for Kentucky will be approximately \$1.2 million in 2013;
 - b. T-Mobile's estimated capital and operating expenditures in 2013 are as identified in Confidential Exhibit B; and
 - c. T-Mobile will use universal support only for its intended purposes as stated in Exhibit C.



H. Skip Cornett
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
425-383-4000 (tel)

Subscribed and sworn to before me
this 28th day of August, 2012.


Notary



LIST OF EXHIBITS

- A. T-Mobile's Designated Service Area for Kentucky
- B. (CONFIDENTIAL) Estimate for T-Mobile's capital and operating expenditures for 2013 in its Kentucky ETC service area.
- C. T-Mobile's certification on use of federal high cost universal service support
- D. (CONFIDENTIAL) Complaints per 1,000 handsets report for 2011
- E. (CONFIDENTIAL) Unfulfilled requests for 2011
- F. Certification re emergency capabilities
- G. Rate Plans

APPENDIX

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2010-00050 DATED **AUG 24 2010**

RURAL TELEPHONE COMPANIES SERVED IN THEIR ENTIRETY

<u>RURAL TELEPHONE COMPANY</u>	<u>STUDY AREA CODE</u>
Ballard Rural Telephone Cooperative Corporation, Inc.	260396
Brandenburg Telephone Company	260398
Duo County Telephone Cooperative Corporation, Inc.	260401
Logan Telephone Cooperative	260413
North Central Telephone Cooperative	290573
South Central Rural Telephone Cooperative Corporation, Inc.	260418
Windstream Kentucky West, LLC	260402
West Kentucky Rural Telephone	260421

RURAL TELEPHONE COMPANIES SERVED IN THEIR ENTIRETY

Wire Center and Associated Exchange List¹

Rural Telephone Company	Study Area Code	Wire Center (CLLI Code)	Exchange
BALLARD RURAL TELEPHONE COOP. CORP., INC.	260396	BNDNKYXA	BANDANA
BALLARD RURAL TELEPHONE COOP. CORP., INC.	260396	BRLWKYXA	BARLOW
BALLARD RURAL TELEPHONE COOP. CORP., INC.	260396	GAGEKYXA	GAGE
BALLARD RURAL TELEPHONE COOP. CORP., INC.	260396	HETHKYXA	HEATH
BALLARD RURAL TELEPHONE COOP. CORP., INC.	260396	KEVLKYXA	KEVIL
BALLARD RURAL TELEPHONE COOP. CORP., INC.	260396	LACTKYXA	LA CENTER
BALLARD RURAL TELEPHONE COOP. CORP., INC.	260396	WCKLKYXA	WICKLIFFE
BRANDENBURG TELEPHONE CO.	260398	BRBGKYXA	BRANDENBURG
BRANDENBURG TELEPHONE CO.	260398	BTTWKYXA	BATTLETOWN
BRANDENBURG TELEPHONE CO.	260398	CSTRKYXA	CUSTER
BRANDENBURG TELEPHONE CO.	260398	IVTNKYXA	IRVINGTON
BRANDENBURG TELEPHONE CO.	260398	NGRTKYXA	NORTH GARRETT
BRANDENBURG TELEPHONE CO.	260398	PYVLKYXA	PAYNEVILLE
BRANDENBURG TELEPHONE CO.	260398	RDCLKYXA	RADCLIFF
BRANDENBURG TELEPHONE CO.	260398	VNGVKYXA	VINE GROVE
DUO COUNTY TELEPHONE COOPERATIVE, INC.	260401	BSVLKYXR	BURKESVILLE ¹
DUO COUNTY TELEPHONE COOPERATIVE, INC.	260401	FRPLKYXA	FAIRPLAY
DUO COUNTY TELEPHONE COOPERATIVE, INC.	260401	JMTWKYXA	JAMESTOWN
DUO COUNTY TELEPHONE COOPERATIVE, INC.	260401	RSSPKYXA	RUSSELLSPG
LOGAN TELEPHONE COOPERATIVE, INC.	260413	AIVLKYXE	ADAIRVILLE
LOGAN TELEPHONE COOPERATIVE, INC.	260413	AUBNKYXA	AUBURN

¹ Exchanges are shown on this revised exhibit to fully illustrate the correlation between exchanges and wire centers.

LOGAN TELEPHONE COOPERATIVE, INC.	260413	DNMRKYXA	DUNMOR
LOGAN TELEPHONE COOPERATIVE, INC.	260413	LGPTKYXA	LOGANSPORT
LOGAN TELEPHONE COOPERATIVE, INC.	260413	LWBGKYXL	LEWISBRG
LOGAN TELEPHONE COOPERATIVE, INC.	260413	ROCHKYXA	ROCHESTER
NORTH CENTRAL TELEPHONE COOPERATIVE, INC. - KY	290573	SCVLKYXR	SCOTTSVILLE2
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	BFLOKYXA	BUFFALO
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	CNMRKYXA	CANMER
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	CNTRKYXA	CENTER
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	CVCYKYXA	CAVE CITY
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	EDTNKYXA	EDMONTON
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	FNRNKYXA	FOUNTANRUN
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	GLSGKYXR	GLASGOW2
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	GMLLKYXA	GAMALIEL
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	HRCVKYXA	BONNIEVL
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	HRCVKYXA	HORSE CAVE
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	HSVLYKYXA	HISEVILLE
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	LUCSKYXA	LUCAS
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	MFVLKYXA	MUNFORDVL
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	MGNLKYXA	MAGNOLIA
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	SMSHKYXA	SUMMERSHAD
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	TMHLKYXA	TEMPLEHILL
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	CNHMKYXA	CUNNINGHAM
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	FLDLKY01	FOLSOMDALE

WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	FNFMKYXA	FANCY FARM
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	FRNGKYXA	FAIRDEALING
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	FRTNKYXA	FARMINGTON
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	HAZLKYXA	HAZEL
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	HAZLKYXA	SOUTHHAZEL
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	HRDNKYXA	HARDIN
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	KRKSKYXA	KIRKSEY
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	LOWSKYXA	LOWES
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	LYGVKYXA	LYNN GROVE
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	LYVLKYXA	LYNNVILLE
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	NWCNKYXA	NEW CONCORD
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	SDLIKYXA	SEDALIA
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	WINGKYXA	WINGO
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	WPLNKYXA	WEST PLAINS
WINDSTREAM KENTUCKY WEST, INC.	260402	MTWSKYXA	MT WASHINGTON
WINDSTREAM KENTUCKY WEST, INC.	260402	SHPVKYXA	SHEPERDSVILLE
WINDSTREAM KENTUCKY WEST, INC.	260402	ZNTNKYXA	ZONETON

NON-RURAL TELEPHONE COMPANY WIRE CENTERS SERVED IN THEIR ENTIRETY

Non-Rural Telephone Company	Study Area Code	Wire Center (CLLI Code)	Exchange
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	ALBYKYXA	ALBANY
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	ASLDKYXA	ASHLAND
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BEREKYXA	BEREA
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BRSDKYXA	BURNSIDE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BRVLKYXA	BRADFORDSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BSVLKYXA	BURKESVILLE2
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BTVLKYXA	BRYANTSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	CECLKYXA	CECILIA
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	CLMAKYXA	COLUMBIA
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	CMVLKYXA	CAMPBELLSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	CTBGKYXA	CATLETTSBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	EWNGKYXA	EWING
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	EZTWKYXA	ELIZABETHTOWN
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	FMBGKYXA	FLEMINGSBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	FMBGKYXA	WASHINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GLSGKYXA	GLASGOW1
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GNBGKYXB	GREENSBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GNUPKYXA	GREENUP
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GRSNKYXA	GARRISON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GYSNKYXA	GRAYSON

WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HGVLKYXA	HODGENVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HLBOKYXA	HILLSBORO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HTVLKYXE	HUSTONVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HZRDKYXA	HAZARD
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HZRDKYXA	LEATHERWOOD
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LBNNKYXA	LEBANON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LBRTKYXA	LIBERTY
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LNCCKYXA	LANCASTER
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LRTTKYXA	LORETTO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LTFDKYXA	LEITCHFIELD
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYUK	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXA	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXB	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXC	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXD	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXE	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXF	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXG	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	MDWYKYXA	MIDWAY
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	MEDSKYXA	MEADS
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	MNTIKYXA	MONTICELLO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	MRHDKYXA	MOREHEAD
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	NANCKYXA	NANCY

WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	NCVLKYXA	NICHOLASVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	OLHLKYXA	OLIVE HILL
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	OWVLKYXA	OWINGSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	PNLCKYXE	PAINT LICK
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	RSSLKYXB	RUSSELL
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SCVLKYXA	SCOTTSVILLE1
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SHBGKYXA	SHARPSBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SHDNKYXA	SOUTH HARDIN
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SLLCKYXA	SALT LICK
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SMRTKYXA	SOMERSET
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SSHRKYXA	SOUTH SHORE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	TLBOKYXA	TOLLESBORO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	TMVLKYXA	TOMPKINSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	VICCKYXA	VICCO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	VNBGKYXA	VANCEBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	VRSLKYXA	VERSAILLES
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	WLMRKYXA	WILMORE
CINCINNATI BELL, INC.	265061	ALXNKYAL	ALEXANDRIA1
CINCINNATI BELL, INC.	265061	ALXNKYAL	ALEXANDRIA2
CINCINNATI BELL, INC.	265061	BTLRKYBR	BUTLER
CINCINNATI BELL, INC.	265061	BURLKYBN	BOONE1
CINCINNATI BELL, INC.	265061	BURLKYBN	BOONE2
CINCINNATI BELL, INC.	265061	CRTDKYCT	WILLIAMSTOWN
CINCINNATI BELL, INC.	265061	CVTNKYCN	COVINGTON
CINCINNATI BELL, INC.	265061	FLRNKYFL	BOONE1
CINCINNATI BELL, INC.	265061	FLRNKYFL	BOONE2
CINCINNATI BELL, INC.	265061	FLRNKYFL	COVINGTON

CINCINNATI BELL, INC.	265061	FTTHKYFT	COVINGTON
CINCINNATI BELL, INC.	265061	GLCOKYGC	GLENCOE
CINCINNATI BELL, INC.	265061	INDPKYIN	INDEPENDENCE1
CINCINNATI BELL, INC.	265061	INDPKYIN	INDEPENDENCE2
CINCINNATI BELL, INC.	265061	LKPKKYL	COVINGTON
CINCINNATI BELL, INC.	265061	WLTNKYWL	WALTON1
CINCINNATI BELL, INC.	265061	WLTNKYWL	WALTON2
CINCINNATI BELL, INC.	265061	WLTWKYWT	WILLIAMSTOWN
CINCINNATI BELL, INC.	265061	WRSWKYWR	WARSAW
BELLSOUTH-KY	265182	BDFRKYMA	BEDFORD
BELLSOUTH-KY	265182	BGDDKYMA	BAGDAD
BELLSOUTH-KY	265182	BLFDKYMA	BLOOMFIELD
BELLSOUTH-KY	265182	BNTNKYMA	BENTON
BELLSOUTH-KY	265182	BRGNKYMA	BURGIN
BELLSOUTH-KY	265182	BRMNKYMA	BREMEN
BELLSOUTH-KY	265182	BRTWKYES	BARDSTOWN
BELLSOUTH-KY	265182	BVDMKYMA	BEAVER DAM
BELLSOUTH-KY	265182	BWLGKYMA	BOWLING GREEN
BELLSOUTH-KY	265182	BWLGKYMA	WOODBURN
BELLSOUTH-KY	265182	CADZKYMA	CADIZ
BELLSOUTH-KY	265182	CHPLKYMA	CHAPLIN
BELLSOUTH-KY	265182	CLHNKYMA	CALHOUN
BELLSOUTH-KY	265182	CMBGKYMA	CAMPBELLSBURG
BELLSOUTH-KY	265182	CNCYKYMA	CENTRAL CITY
BELLSOUTH-KY	265182	CNTWKYMA	CENTERTOWN
BELLSOUTH-KY	265182	COTNKYMA	CROFTON
BELLSOUTH-KY	265182	CRBNKYMA	CORBIN
BELLSOUTH-KY	265182	CRBOKYMA	CRAB ORCHARD
BELLSOUTH-KY	265182	CRTNKYMA	CARROLLTON
BELLSOUTH-KY	265182	CYDNKYMA	CORYDON
BELLSOUTH-KY	265182	CYNTKYMA	CYNTHIANA
BELLSOUTH-KY	265182	DAVLKYMA	DANVILLE
BELLSOUTH-KY	265182	DWSPKYES	DAWSON SPRINGS
BELLSOUTH-KY	265182	EDVLKYMA	EDDYVILLE
BELLSOUTH-KY	265182	EKTNKYMA	ELKTON
BELLSOUTH-KY	265182	EMNNKYES	EMINENCE
BELLSOUTH-KY	265182	EMNNKYPL	CROPPER
BELLSOUTH-KY	265182	ENSRKYMA	ENSOR
BELLSOUTH-KY	265182	ERTNKYMA	EARLINGTON
BELLSOUTH-KY	265182	FKLNKYMA	FRANKLIN

BELLSOUTH-KY	265182	FLTNKYMA	CAYCE
BELLSOUTH-KY	265182	FLTNKYMA	FULTON
BELLSOUTH-KY	265182	FLTNKYMA	SOUTH FULTONTN
BELLSOUTH-KY	265182	FLTNKYMA	WATER VALLEY
BELLSOUTH-KY	265182	FNVLKYMA	FINCHVILLE
BELLSOUTH-KY	265182	FORDKYMA	FORD
BELLSOUTH-KY	265182	FRFTKYES	FRANKFORT
BELLSOUTH-KY	265182	FRFTKYMA	FRANKFORT
BELLSOUTH-KY	265182	GBVLKYMA	GILBERTSVILLE
BELLSOUTH-KY	265182	GHNTKYMA	GHENT
BELLSOUTH-KY	265182	GNVLKYMA	GREENVILLE
BELLSOUTH-KY	265182	GRACKYMA	GRACEY
BELLSOUTH-KY	265182	GRTWKYMA	GEORGETOWN
BELLSOUTH-KY	265182	HABTKYMA	HABIT
BELLSOUTH-KY	265182	HANSKYMA	HANSON
BELLSOUTH-KY	265182	HBVLKYMA	HEBBARDSVILLE
BELLSOUTH-KY	265182	HDBGKYMA	CORNISHVILLE
BELLSOUTH-KY	265182	HDBGKYMA	HARRODSBURG
BELLSOUTH-KY	265182	HNSNKYMA	HENDERSON
BELLSOUTH-KY	265182	HPVLKYMA	HOPKINSVILLE
BELLSOUTH-KY	265182	HRFRKYMA	HARTFORD
BELLSOUTH-KY	265182	HRLNKYMA	HARLAN
BELLSOUTH-KY	265182	KKVLKYMA	KIRKSVILLE
BELLSOUTH-KY	265182	LBJTKYMA	LEBANON JUNCTION
BELLSOUTH-KY	265182	LGRNKYES	LAGRANGE
BELLSOUTH-KY	265182	LRBGKYMA	LAWRENCEBURG
BELLSOUTH-KY	265182	LSVLKY26	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYAN	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYAP	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYBE	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYBR	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYCW	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYFC	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYHA	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYJT	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYOA	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYSH	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYSL	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYSM	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYTS	LOUISVILLE

BELLSOUTH-KY	265182	LSVLKYVS	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYWE	LOUISVILLE
BELLSOUTH-KY	265182	LVMRKYMA	LIVERMORE
BELLSOUTH-KY	265182	MACEKYMA	MACEO
BELLSOUTH-KY	265182	MDVIKYMA	MADISONVILLE
BELLSOUTH-KY	265182	MGTWKYMA	MORGANTOWN
BELLSOUTH-KY	265182	MLTNKYMA	MILTON
BELLSOUTH-KY	265182	MRGPKYMA	MORTONS GAP
BELLSOUTH-KY	265182	MRRYKYMA	MURRAY
BELLSOUTH-KY	265182	MTEDKYMA	MT EDEN
BELLSOUTH-KY	265182	MTSTKYMA	MT STERLING
BELLSOUTH-KY	265182	MYFDKYMA	MAYFIELD
BELLSOUTH-KY	265182	NEBOKYMA	NEBO
BELLSOUTH-KY	265182	NRVLKYMA	NORTONVILLE
BELLSOUTH-KY	265182	OKGVKYES	OAK GROVE
BELLSOUTH-KY	265182	OKGVKYES	SOUTH OAK GROVE
BELLSOUTH-KY	265182	OWBOKYMA	OWENSBORO
BELLSOUTH-KY	265182	PARSKYMA	LITTLE ROCK
BELLSOUTH-KY	265182	PARSKYMA	NORTH MIDDLETOWN
BELLSOUTH-KY	265182	PARSKYMA	PARIS
BELLSOUTH-KY	265182	PDCHKYIP	PADUCAH
BELLSOUTH-KY	265182	PDCHKYLO	PADUCAH
BELLSOUTH-KY	265182	PDCHKYMA	PADUCAH
BELLSOUTH-KY	265182	PDCHKYRL	PADUCAH
BELLSOUTH-KY	265182	PDCHKYRL	SYMSONIA
BELLSOUTH-KY	265182	PIVLKYMA	PINEVILLE
BELLSOUTH-KY	265182	PLRGKYMA	PLEASANT RIDGE
BELLSOUTH-KY	265182	PNTHKYMA	PANTHER
BELLSOUTH-KY	265182	PNVLKYMA	PAINTSVILLE
BELLSOUTH-KY	265182	PRBGKYES	PRESTONSBURG
BELLSOUTH-KY	265182	PRTNKYES	PRINCETON
BELLSOUTH-KY	265182	RBRDKYMA	ROBARDS
BELLSOUTH-KY	265182	RCMDKYMA	RICHMOND
BELLSOUTH-KY	265182	RLVLKYMA	RUSSELLVILLE
BELLSOUTH-KY	265182	RSTRKYES	ROSE TERRACE
BELLSOUTH-KY	265182	SDVLKYMA	SADIEVILLE
BELLSOUTH-KY	265182	SEBRKYMA	SEBREE
BELLSOUTH-KY	265182	SHVLKYMA	SHELBYVILLE
BELLSOUTH-KY	265182	SLGHKYMA	SLAUGHTERS
BELLSOUTH-KY	265182	SLPHKYMA	SULPHUR

BELLSOUTH-KY	265182	SLVSKYMA	SALVISA
BELLSOUTH-KY	265182	SPFDKYMA	MACKVILLE
BELLSOUTH-KY	265182	SPFDKYMA	MOORESVILLE
BELLSOUTH-KY	265182	SPFDKYMA	SPRINGFIELD
BELLSOUTH-KY	265182	SRGHKYMA	SORGHO
BELLSOUTH-KY	265182	SSVLKYMA	SIMPSONVILLE
BELLSOUTH-KY	265182	STCHKYMA	ST CHARLES
BELLSOUTH-KY	265182	STGRKYMA	STAMPING GROUND
BELLSOUTH-KY	265182	STNLKYMA	STANLEY
BELLSOUTH-KY	265182	TYVLKYMA	TAYLORSVILLE
BELLSOUTH-KY	265182	WACOKYMA	WACO
BELLSOUTH-KY	265182	WDDYKYMA	WADDY
BELLSOUTH-KY	265182	WLBGKYMA	WILLIAMSBURG
BELLSOUTH-KY	265182	WLVLKYMA	WEST LOUISVILLE
BELLSOUTH-KY	265182	WNCHKYMA	WINCHESTER
BELLSOUTH-KY	265182	WSPNKYMA	WEST POINT

EXHIBIT B:**T-Mobile Central LLC and Powertel/Memphis, Inc. ("T-Mobile)****Kentucky Capital and Operating Expenses**

Overall Capital and Operating Expenditures Summary: T-Mobile's annual capital and operating expenditures in Kentucky will greatly exceed projected annual universal service support and will be used to improve signal quality, coverage, and capacity within its designated eligible telecommunications carrier ("ETC") service area. In particular, T-Mobile has initiated and completed several projects aimed at improving customer experience through coverage, signal quality, capacity and other network enhancements.

Universal Service Support: T-Mobile received \$1,727,032 in federal high-cost universal service support in 2011 and estimates that it will receive approximately \$1.6 million in high cost support from the federal universal service fund in 2012, and approximately \$1.2 million in high cost support from the federal universal service fund in 2013, which will then be phased down in 20% increments to zero by 2016 pursuant to the *USF/ICC Transformation Order* adopted by the Federal Communications Commission ("FCC") on November 18, 2011.¹ In particular, in the *USF/ICC Transformation Order*, the FCC took several steps toward developing a budget for the Universal Service Fund including (among other things) eliminating the identical support rule, limiting the per line high cost support, freezing high cost support for all competitive ETCs ("CETCs") for an interim period of six months in 2012, and phasing down all high cost support for CETCs over a five year period beginning in July 2012. Pursuant to the *USF/ICC Transformation Order*, monthly high cost support for CETCs from January to June 2012 is the aggregate support received in 2011 divided by twelve. Beginning in July 2012, CETCs became subject to a 20

¹ *Connect America Fund et al.*, WC Docket No. 10-90 et al., Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) ("*USF/ICC Transformation Order*").

T-MOBILE ANNUAL UNIVERSAL SERVICE CERTIFICATION

percent per year phase down, with all legacy high cost support to CETCs being eliminated by 2016.

Capital Expenditures: T-Mobile is using federal high-cost universal service support in Kentucky to bring the benefits of its universal service offerings to consumers throughout its ETC service area. In 2011, T-Mobile expended [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] In 2012, T-Mobile projects that it will [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Operating Expenditures: In 2011, T-Mobile's expenditures to operate and maintain its network in Kentucky [REDACTED]. T-Mobile projects that its operating expenditures in 2012 and beyond [REDACTED]

[REDACTED]

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In re:

In the Matter of)	
A Certification of the Carriers Receiving)	Administrative Case No. 381
Universal Service High Cost Support)	

CERTIFICATION ON USE OF FUNDS

I am H. Skip Cornett, Vice President of Tax for T-Mobile USA, Inc., which is the parent company of and controls T-Mobile Central LLC and Powertel/Memphis, Inc. (collectively, hereinafter "T-Mobile") in this matter. I submit this certification in support of T-Mobile's petition for certification as an Eligible Telecommunications Carrier pursuant to Section 254(e)(2) of the Communications Act of 1934 ("Petition").

In my capacity as Vice President of Tax for T-Mobile, I have general knowledge regarding T-Mobile's operation as a commercial mobile radio services ("CMRS") provider in the Commonwealth of Kentucky, and its qualifications and abilities to provide CMRS-based Universal Service consistent with this Petition. I certify that:

- (1) to the best of my knowledge and belief, T-Mobile did in 2011 and will in 2013 use its **HIGH-COST SUPPORT** only for the provision, maintenance and upgrading of facilities and services within the service area described in Attachment A to the referenced Petition for which support is intended, consistent with Section 254(e) of the Communications Act, 47 U.S.C. § 254(e); and,
- (2) I am authorized to make this certification on behalf of T-Mobile.

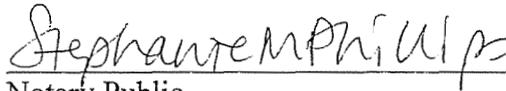
Signed,



H. Skip Cornett
Vice President, Tax
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

STATE OF WASHINGTON
COUNTY OF KING

Acknowledged before me this 28th day of August, 2012, by H. Skip Cornett, as Vice President, Tax of T-Mobile USA, Inc., who is personally known to me or produced identification and who did take an oath.



Notary Public



Complaints Per 1,000 Connections

Customer Complaints

T-Mobile works directly with Kentucky customers to resolve any concerns they may have. On occasion, some customers seek outside assistance in resolving their issues.

In general, customers' concerns primarily involve billing issues, handset upgrades, terms and conditions, and company policies. T-Mobile responds to concerns that are forwarded through these agencies just as it would if customers had contacted it directly, and works with customers to identify the issues and implement the most appropriate and (if possible) mutually satisfactory resolution.

Complaints Per 1,000 Connections

[REDACTED]

Unfulfilled Service Requests

Service Requests

T-Mobile works directly with Kentucky customers to resolve any concerns they may have, including customers with service quality related concerns and potential customers who request service. T-Mobile works with existing and potential customers to identify any issues and promptly resolve them.

For customers who reside in T-Mobile's network or where T-Mobile's network already passes or covers a potential customer's premises, T-Mobile will provide service on a timely basis. For customers who reside in T-Mobile licensed areas but outside of T-Mobile's existing coverage, T-Mobile has a process whereby its customers can report their coverage request to be reviewed by a network technician.

In the areas where T-Mobile is designated an ETC, T-Mobile will "comply with the service requirements applicable to the support that it receives," consistent with FCC requirements¹. In particular, T-Mobile will serve all consumers throughout its ETC service by, among measures, expanding upon its already existing processes to include the six steps prescribed by the FCC. In those instances where a request comes from a potential customer within T-Mobile's licensed service area but outside its existing network coverage, T-Mobile will review the request for both immediate resolution for the impacted customer and to identify general areas that may benefit from longer term solutions, up to and including network build out. T-Mobile uses the information it records to make a determination of the reasonability of the request(s) and facilitate changes or improvements as feasible and as necessary. Specifically, T-Mobile will attempt to provide service in response to a service request from a customer within its ETC designated service area but outside its network coverage within a reasonable period of time by (as applicable):

- (1) modifying or replacing the requesting customer's equipment;
- (2) deploying a roof-mounted antenna or other equipment;
- (3) adjusting the nearest cell tower;
- (4) adjusting network or customer facilities;
- (5) reselling services from another carrier's facilities to provide service; or
- (6) employing, leasing, or constructing an additional cell site, cell extender, repeater, or other similar equipment.

Unfulfilled Service Requests



¹ See Federal-State Joint Bd. on Universal Serv., Virginia Cellular, LLC, *Memorandum Opinion and Order*, 19 F.C.C.R. 1563 (Virginia Cellular Order)

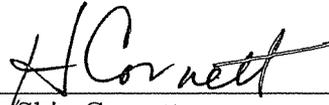
**T-MOBILE USA, INC.
ELIGIBLE TELECOMMUNICATIONS CARRIER
ANNUAL CERTIFICATION**

I am H. Skip Cornett, Vice President of Tax for T-Mobile USA, Inc., which is the parent company of and controls T-Mobile Central LLC and Powertel/Memphis, Inc. On behalf of T-Mobile Central LLC and Powertel/Memphis, Inc. (collectively hereinafter "T-Mobile"), I submit this certification in support of T-Mobile's Annual Report and Certification as an Eligible Telecommunications Carrier pursuant to 47 C.F.R. § 54.313.

I certify that, to the best of my knowledge and belief, T-Mobile (1) complies with the applicable service quality standards and consumer protection rules (specifically, the CTIA-The Wireless Association's® Consumer Code for Wireless Service); and, (2) is able to function in emergency situations.

I am authorized to make this certification on behalf of T-Mobile.

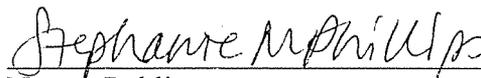
Signed,



H. Skip Cornett
Vice President, Tax
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

STATE OF WASHINGTON
COUNTY OF KING

Acknowledged before me this 28th day of August, 2012, by H. Skip Cornett, as Vice President, Tax of T-Mobile USA, Inc., who is personally known to me or produced identification and who did take an oath.



Notary Public



T-Mobile Classic Plans for Individuals

T-Mobile offers a variety of rate plans, so you can pick the perfect plan. All of the Classic plans come with great phone discounts, **UNLIMITED** nationwide T-Mobile to T-Mobile calling and **UNLIMITED** Nights and Weekends. A two-year contract is required.

Classic Individual Plans			
Prices	Talk	Text	Data
\$39.99	500 Whenever Minutes ⁶	---	---
\$49.99	500 Whenever Minutes	Unlimited	---
\$49.99	1000 Whenever Minutes	---	---
\$59.99	Unlimited	Unlimited	---
\$69.99	500 Whenever Minutes	Unlimited	Unlimited - Plus with 2 GB of high-speed data
\$79.99	Unlimited	Unlimited	---
\$79.99	500 Whenever Minutes	Unlimited	Unlimited - Premium with 5 GB of high-speed data
\$89.99	Unlimited	Unlimited	---
\$109.99	500 Whenever Minutes	Unlimited	Unlimited - Ultra with 10 GB of high-speed data
\$119.99	Unlimited	Unlimited	---

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:

- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$10 more per month. Overages are 10¢ per MB.

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.



Still have questions?

See a Sales Associate, or visit our online data calculator at www.T-Mobile.com/calculator

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Post-paid only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Compatible device required; not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval, \$35 per line activation fee, deposit and two-year agreement with up to \$200/line early cancellation fee required. If you switch plans you may be bound by existing or extended contract term (including early cancellation provisions) and/or charged an up to \$200 fee. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fees (federal tax or government-mandated charges) of up to \$1.01 per line/month applies. Taxes approximately 3%–28% of your monthly bill. **Coverage:** Usage extra; partial minutes/megabytes rounded up. Talk overage charge of \$0.45/minute. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday–Friday, based upon start time of call. Different terms apply to FlexPay and prepaid. **T-Mobile to T-Mobile:** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** For unlimited data plans, full speeds available up to monthly data allotment; after allotment used, speeds slowed to up to 2G speeds for remainder of billing cycle. For 2GB plan, overage of \$0.10/MB after monthly data allotment is used. **Your data session, plan or service may be slowed, suspended, terminated or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Tethering and Wi-Fi Sharing:** Monthly data allotment included with qualifying phone data plan applies. Use of connected devices subject to T-Mobile terms and conditions. **Downloads/Applications:** Additional charges may apply; not all downloads are available on all phones. T-Mobile is not responsible for any third-party content or website you may be able to access using your phone. You obtain no rights in downloads; duration of use may be limited and downloads may be stored solely for use with your phone. T-Mobile is not responsible for any download lost due to your error. T-Mobile is not responsible for apps, including download, installation, use, transmission failure, interruption or delay, third-party advertisements, you may encounter while using an app, alterations any app may make to the functionality of your device, including any changes that may affect your T-Mobile plan, service, or billing, or any content or website you may be able to access through an app. **Coverage:** Not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at my.T-Mobile.com or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. Whenever Minutes is a registered trademark of T-Mobile USA, Inc. © 2011 T-Mobile USA, Inc.

T-Mobile Classic Plans for Families

T-Mobile offers a variety of rate plans, so you can pick the perfect plan for your family. All of the Classic plans come with great phone discounts, UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Classic Family Plans			
Price (per line)	Talk*	Text	Data
\$29.99	1000 Whenever Minutes®	—	—
\$39.99	1000 Whenever Minutes	Unlimited	—
\$39.99	2000 Whenever Minutes	—	—
\$49.99	Unlimited	Unlimited	—
\$59.99	1000 Whenever Minutes	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$69.99	Unlimited	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$69.99	1000 Whenever Minutes	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$79.99	Unlimited	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$99.99	1000 Whenever Minutes	Unlimited	Unlimited—Ultra with 10 GB of high-speed data
\$109.99	Unlimited	Unlimited	Unlimited—Ultra with 10 GB of high-speed data

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time

Find the data plan that fits you.

Recommended for, but not limited to:

- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$10 more per month per line. Overages are 10¢ per MB.

* Whenever Minutes are shared by the two lines.

Prices reflect monthly recurring charges per line for each of your first two lines; two-line minimum. Taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

Add a Line (Talk)	
Classic Shared Minute Add a Line—shares existing Whenever Minutes, only available on Classic Minute™ plans	\$10
Classic 500 Add a Line—500 Whenever Minutes per line, only available on Classic Unlimited™ plans	\$10
Classic Unlimited Add a Line—only available on Classic Unlimited plans	\$30

Add Data	
Simple—with 200 MB of high-speed data. Overages are 10¢ per MB	\$10
Unlimited—Plus—with 2 GB of high-speed data	\$20
Unlimited—Premium—with 5 GB of high-speed data	\$30
Unlimited—Ultra—with 10 GB of high-speed data	\$60

Prices reflect monthly recurring charges per line; taxes and fees additional. Adding data for additional lines requires an add-a-line talk plan; stand-alone data plans not available. All family plans with unlimited text provide unlimited text for all additional lines.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.



Still have questions?
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T-Mobile Value Plans for Individuals

T-Mobile offers a variety of rate plans, so you can pick the perfect plan. All of the Value plans have UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Buy a phone or use one you already have.

With T-Mobile's Value plans, you can either use your own phone, or purchase a new one with our convenient Equipment Installment Plan. Our Equipment Installment Plan lets you spread out the cost of a new phone over time with interest-free payments. A down payment is due upon purchase, and remaining payments will be charged to your monthly bill over time. It's that easy. Don't forget to ask about Premium Handset Protection® for your phone. It's an affordable way to protect your investment and enjoy peace of mind.

Value Individual Plans

Price	Talk	Text	Data
\$34 ⁹⁹	500 Whenever Minutes [®]	—	—
\$39 ⁹⁹	500 Whenever Minutes	Unlimited	—
\$44 ⁹⁹	1000 Whenever Minutes	—	—
\$49 ⁹⁹	Unlimited	Unlimited	—
\$49 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$59 ⁹⁹	Unlimited	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$64 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$74 ⁹⁹	Unlimited	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$94 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited—Ultra with 10 GB of high-speed data
\$104 ⁹⁹	Unlimited	Unlimited	Unlimited—Ultra with 10 GB of high-speed data

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:

- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$5 more per month. Overages are 10¢ per MB.

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.



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T-Mobile Value Plans for Families

T-Mobile offers a variety of rate plans, so you can pick the perfect plan for your family. All of the Value plans have UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Buy a phone or use one you already have.

With T-Mobile's Value plans, you can either use your own phone, or purchase a new one with our convenient Equipment Installment Plan. Our Equipment Installment Plan lets you spread out the cost of a new phone over time with interest-free payments. A down payment is due upon purchase, and remaining payments will be charged to your monthly bill over time. It's that easy. Don't forget to ask about Premium Handset Protection® for your phone. It's an affordable way to protect your investment and enjoy peace of mind.

Value Family Plans			
Price (per line)	Talk	Text	Data
\$24.99	1000 Whenever Minutes*	—	—
\$29.99	1000 Whenever Minutes	Unlimited	—
\$34.99	2000 Whenever Minutes	—	—
\$39.99	Unlimited	Unlimited	—
\$39.99	1000 Whenever Minutes	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$49.99	Unlimited	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$54.99	1000 Whenever Minutes	Unlimited	Unlimited—Ultra with 10 GB of high-speed data
\$64.99	Unlimited	Unlimited	Unlimited—Ultra with 10 GB of high-speed data
\$84.99	1000 Whenever Minutes	Unlimited	Unlimited—Ultra with 10 GB of high-speed data
\$94.99	Unlimited	Unlimited	Unlimited—Ultra with 10 GB of high-speed data

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Recommended for, but not limited to:

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- Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$5 more per month per line. Overages are 10¢ per MB.

* Whenever Minutes are shared by the two lines.

Prices reflect monthly recurring charges per line for each of your first two lines; two-line minimum. Taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

Add a Line (Talk)	
Shared Minute Value Add a Line—shares existing Whenever Minutes, only available on Minute Value™ plans	\$5
500 Value Add a Line—500 Whenever Minutes per line, only available on Unlimited Value™ plans	\$5
Unlimited Value Add a Line—only available with Unlimited Value plans	\$25

Prices reflect monthly recurring charges per line; taxes and fees additional. Adding data for additional lines requires an add-a-line talk plan; stand-alone data plans not available. All family plans with unlimited text provide unlimited text for all additional lines.

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Monthly4G™

Unlimited Talk, Text & Web available

No
Annual
Contract



T-Mobile

T-Mobile® monthly4G™

Talk, text and surf the
Web on T-Mobile's
nationwide network.

- 24/7 customer support
- No annual contract, no credit check
and no deposit
- No surprise bills or hidden fees

Monthly Plans

Unlimited Talk, Text* & Web

\$50 (First 100 MB of data at up to 4G speed**)

Great for emails, Facebook, directions, Web surfing and more

\$60 (First 2 GB of data at up to 4G speed**)

Great for GPS navigation and downloading apps/music/games

\$70 (First 5 GB of data at up to 4G speed**)

Great for video chat, streaming music/movies/TV and playing
online games

Also available for the above plans, for only
\$10 more per month.

BlackBerry® Internet Services

Includes BlackBerry Messenger, BlackBerry App World™ and more

Unlimited International Talk & Text

Unlimited calling to landlines in more than 50 countries†

Unlimited texting to mobile phones in more than 200 countries

Also available:

\$30 1500 Talk & Text* (Includes 30 MB of data)

Use any combination of minutes or messages up to 1500

Great for occasional emails, directions and Web surfing

* Text includes picture and video messaging
** Capable device required for 4G speed.

Coverage



Map applies to No Annual Contract voice and messaging services; data only available on the T-Mobile network (roaming not available)

While in this area, make calls to anyone in the United States and Puerto Rico — with no nationwide roaming or nationwide long distance charges — with any T-Mobile national rate plan. Visit www.T-Mobile.com/morecoverage for answers to frequently asked questions about our coverage.

No coverage

Other Plans

Pay By The Day

\$3	Unlimited Talk, Text* & Web (first 200 MB/day at up to 4G speed**)
\$2	Unlimited Talk, Text* & 2G Web
\$1	Unlimited Text* and 10¢/minute Talk

Pay only on days used

Pay By The Minute

Best Value: \$15/month

Unlimited Text* and 10¢/minute Talk

Pay As You Go

Talk as low as 10¢/minute

Refill	Minutes	Availability
\$10	30	90 days
\$30	160	90 days
\$50	400	90 days
\$100	1000	1 year

Per Message

Text: 10¢ to send/receive

Picture and video: 25¢ to send/receive

Gold Rewards

After \$100 in refills, get 15% more minutes on all refills.
(\$100 refill already includes bonus minutes)



Refer-a-Friend

Tell your friends how much you love T-Mobile and you can each earn up to \$250 a year in T-Mobile gift cards! Visit www.T-Mobile.com/referral to learn how.

International Rates

Calling and messaging from the U.S.:

Best Value: \$10/month Unlimited International Talk & Text

- Unlimited calling to landlines in more than 50 countries¹
- Unlimited texting to mobile phones in more than 200 countries
- Discounted calling to mobile phones and landlines in more than 150 countries

Available on \$50/month and greater monthly plans.

Also available: Pay by the minute or message.

Calling and messaging while traveling:

Keep in touch with family and friends while travelling, including Mexico, Canada and more than 70 other countries.

See all current international rates at www.T-Mobile.com/Monthly4Ginternational

¹ Unlimited calling to landlines in the following countries:

Andorra	Dominican Republic	Jordan	Romania
Argentina	Estonia	Latvia	Singapore
Australia	France	Luxembourg	Slovenia
Austria	Germany	Macau	South Africa
Bahamas	Greece	Macedonia	South Korea
Belgium	Guadeloupe/ ²	Martinique/ ²	Spain
Brazil	French Antilles	French Antilles	Switzerland
Brunei	Hong Kong	Malaysia	Taiwan
Canada	Hungary	Mexico	Thailand
China	India	Netherlands	Turkey
Colombia	Ireland	New Zealand	United Kingdom
Costa Rica	Israel	Norway	Uruguay
Croatia	Italy/Vatican	Panama	Venezuela
Cyprus	Japan	Poland	Zambia
		Portugal	

Countries subject to change; visit www.T-Mobile.com/Monthly4Ginternational for complete list of countries.

Monthly4G is easy to use.

Manage: Visit my.T-Mobile.com. From your phone, go to My Account or dial #BAL# (#225#).

Pay: For monthly plans, ensure continuous service by paying before the end of the month.

- Sign up for convenient monthly payments on my.T-Mobile.com.
- Pay as needed in four easy ways:

Web: Visit my.T-Mobile.com.

Text: Fastest way to pay; see my.T-Mobile.com for details.

Phone: Call *233 (*ADD) or use My Account.

Store: Buy refill cards at more than 120,000 convenient locations nationwide.